

**DATE:**

**2021**

**RAMESH DEWAN (1)**

**AND**

**RICHARD CHARLES MITCHELL (2)**

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**LEASE**

**-relating to-**

**Units 7b and 7c Stable Hobba Industrial  
Estate, the Coombe Newlyn TR20  
8TL**

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**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

*Title number(s) out of which this lease is granted.  
Leave blank if not registered.*

CL74654

**LR2.2 Other title numbers**

*Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*

**LR3. Parties to this lease**

*Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.*

**Landlord**

**RAMESH DEWAN** of Manor Chambers, First Floor, 1-3 Manor Parade, Sheepcote Road, Harrow, Middlesex HA1 2JN

**Tenant**

**RICHARD CHARLES MITCHELL** of Units 7b and 7c Stable Hobba Industrial Estate, the Coombe, Newlyn TR20 8TL

**LR4. Property**

*Insert a full description of the land being leased*

*or*

*Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

Units 7b and 7c Stable Hobba Industrial Estate, the Coombe Newlyn TR20 8TL

*Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*

**LR5. Prescribed statements etc.**

*If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.*

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

Not Applicable

*In LR5.2, omit or delete those Acts which do not apply to this lease.*

**LR5.2 This lease is made under, or by reference to, provisions of:**

Not Applicable

**LR6. Term for which the Property is leased**

*Include only the appropriate statement (duly completed) from the three options.*

*NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*

The term is as follows:

10 Years

from and including

to and including

**LR7. Premium**

*Specify the total premium, inclusive of any VAT where payable.*

Not Applicable

**LR8. Prohibitions or restrictions on disposing of this lease**

*Include whichever of the two statements is appropriate.*

*Do not set out here the wording of the provision.*

This lease does contain a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

Not Applicable

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None

**LR9.3 Landlord's contractual rights to acquire this lease**

None

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

Not Applicable

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

**LR11.1 Easements granted by this lease for the benefit of the Property**

Clauses 13.1 of this Lease

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

Clause 13.2 of this Lease

**LR12. Estate rentcharge burdening the Property**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.*

None

**LR13. Application for standard form of restriction** Not Applicable

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.*

*Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*

**LR14. Declaration of trust where there is more than one person comprising the Tenant** Not Applicable

*If the Tenant is one person, omit or delete all the alternative statements.*

*If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*

**DATE**

**LANDLORD**

**RAMESH DEWAN** of First Floor, 1-3 Manor Parade, Sheepcote Road, Harrow, Middlesex HA1 2JN

**Lets to**

**TENANT**

**RICHARD CHARLES MITCHELL** of Units 7b and 7c Stable Hobba Industrial Estate, the Coombe, Newlyn TR20 8TL

**PROPERTY**

**The Property known as**

Units 7b and 7c Stable Hobba Industrial Estate, the Coombe Newlyn TR20 8TL which is shown edged red on the plan attached hereto

**Which is part of the Estate known as**

**ESTATE**

Stable Hobba Industrial Estate, the Coombe Newlyn TR20 8TL which is shown edged blue on the plan attached hereto

**LEASE PERIOD**

**FOR THE PERIOD** of ten years  
**STARTING ON AND INCLUDING**

**AND ENDING ON AND INCLUDING**

**USE ALLOWED**

**FOR USE AS**

Industrial or any other use to which the landlord consents and the landlord is not entitled to withhold that consent unreasonably

**THE TENANT PAYING THE LANDLORD**

**RENT**

the yearly rent of **EIGHTEEN THOUSAND ONE HUNDRED AND TEN POUNDS (£18,110)** plus VAT per annum

**RENT DAYS**

By these instalments:

- (a) on the date of this Lease a proportionate sum for the period starting on the commencement of the Lease Period to the following quarter day; and then
- (b) equal quarterly instalments in advance on the usual quarter days in every year

## **RENT REVIEW DATES**

The Rent may be increased (under Clause 9) with effect from the third, sixth and ninth anniversary of the start of the Lease Period

The Landlord lets the property to the Tenant for the lease term at the rent and on the terms in clauses 1 to 19 and in any additional clauses

## **TENANTS OBLIGATIONS**

### **1. PAYMENTS**

1. The Tenant is to pay the Landlord:

1.1. The Rent;

1.2. The service charge in accordance with Clause 3 and this is to be paid as rent;

And the following sums on demand:

1.3. The reasonable cost of any works to the Property that the Landlord does due to the Tenants default;

1.4. The costs and expenses including professional fees which the Landlord properly incurs in:

(a) dealing with any application by the Tenant for consent or approval, whether it is given or not;

(b) in the event of the Tenant committing any breach of any covenant contained in this Lease whether for the payment of rent or otherwise whatsoever then if the Landlord shall incur any costs charges and expenses (including Solicitors' costs Bailiffs' Charges and Surveyors' charges) to indemnify the Landlord in respect thereof

(c) preparing and serving a notice of breach of the Tenants obligations under Section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order;

(d) preparing and serving schedules of dilapidations either during the Lease Period or recording failure to give up the Property in the appropriate state of repair when this lease ends

1.5. Interest at the Law Society's interest rate on any of the above payments when more than 14 days overdue to be calculated from its due date; and in making any payment under this lease:

(a) nothing to be deducted or set off; and

(b) any value added tax payable is to be added

1.6. The Tenant is also to make the following payments with value added tax where due and payable

- (a) all periodic rates, taxes and outgoings relating to the Property including any imposed after the date of this lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due
- (b) the costs of the grant, renewal or continuation of any licence or registration for using the Property for the Use Allowed to be paid promptly to the appropriate authority when due
- (c) a registration fee of £55.00 for each document which this lease requires the Tenant to register to be paid to the Landlords solicitors when presenting the document for registration

## **2. USE**

2. The Tenant is to comply with the following requirements as to the use of the Property and any part thereof and is not to authorise or allow anyone else to contravene them namely:

- 2.1. to use the Property only for the Use Allowed;
- 2.2. not to do anything that might invalidate any insurance policy covering the Property or which may increase the premium;
- 2.3. not to hold an auction sale in the Property;
- 2.4. not to use the Property for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may be a nuisance or annoyance to the Landlord or the owner or occupier of any neighbouring property;
- 2.5. not to display any advertisements on the outside of the Property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably);
- 2.6. not to overload the floors or walls of the Property;
- 2.7. to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, head lease, licence and registration authorising or regulating how the Property is used and to obtain renew and continue any licence or registration which is required;
- 2.8. not to obstruct any part of the Estate used for access to the Property or any other part of the Estate
- 2.9. Not to store anything outside the Property

## **3. SERVICE CHARGE**

3. The Landlord and Tenant agree that:

- 3.1 the service charge is the Tenant's fair and reasonable proportion of each item of the service costs;
- 3.2 the service costs include:



- (a) the costs which the Landlord fairly and reasonably incurs in complying with his obligations under Clauses 11 and 12
  - (b) the reasonable charges of any agent, contractor, managing agent, consultant or employee whom the Landlord engages to provide or administer the services under Clauses 11 and 12
- 3.3 the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated
- 3.4 An interim payment is to be the Tenant's fair proportion of what the service charges are likely to be in the three or six months following the demand
- 3.5 The Landlord is to keep full records of the service costs and at least once a year is to send the Tenant an account setting out, for the period since the beginning of the Lease Period or the last account as the case may be:
- (a) the amount of the service costs;
  - (b) the service charge the Tenant is to pay;
  - (c) the total of any interim payments made;
  - (d) the difference between the total interim payments and the service charge
- 3.6 Within 21 days after the Tenant receives the account the amount mentioned in clause 3.5(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments he has demanded for a later accounting period
- 3.7 The Landlord will on request allow the Tenant inspection of books records invoices and receipts relating to the service costs
- 3.8 Any disagreement about the service charge amounts or service costs are to be decided by arbitration under clause 16.5

## **ACCESS**

- 4.
- 4.1. The Tenant is to give the Landlord or anyone authorised by him in writing access to the Property for these purposes namely:
- (a) inspecting the condition of the Property or any part of the Estate or how either are being used
  - (b) doing works which the Landlord is permitted to do under Clause 5.7
  - (c) complying with any statutory obligation
  - (d) viewing the Property or any other part of the Estate as a prospective buyer or mortgagee or during the last six months of the Lease Period as a prospective tenant

- (e) valuing the Property or the Estate
- (f) inspecting, cleaning or repairing any other part of the Estate or any neighbouring building or any sewers, drains, pipes, wires, cables serving either the Estate or a neighbouring building

4.2. The Landlord will be entitled to access during normal business hours on giving reasonable written notice of at least fourteen days to the Tenant save in the case of an emergency when immediate access will be given

## **5. CONDITION AND WORK**

5. The Tenant is to comply with the following duties in relation to the Property namely:

- 5.1. To keep all parts of the Property in a tenable state of repair
- 5.2. But the Tenant need only make good the damage caused by an insured risk to the extent that the insurance money has not been paid due to any act or default by the Tenant
- 5.3. Not to make any structural alterations external changes or additions to the Property
- 5.4. Not to make any other alterations unless with the Landlord's consent in writing such consent not to be unreasonably withheld
- 5.5. To keep any plate glass in the Property insured for its full replacement cost with reputable insurers and to give the Landlord details of the insurance on request and to replace any broken or damaged plate glass
- 5.6. To do the work to the Property which any authority acting under an Act of Parliament requires even if it alters or improves the Property and before so doing the Landlord is to give his consent in writing
- 5.7. If the lease requires the Tenant to undertake any work and the Landlord has given written notice to the Tenant to do so; if the Tenant fails to carry out such work as requested then the Landlord can commence the work within two months or immediately if an emergency; shall proceed diligently with the work until completed and shall be entitled to recover reasonable and proper costs incurred from the Tenant

## **6. TRANSFER**

6. The Tenant is to comply with the following namely:

- 6.1. The Tenant is not to share occupation of the Property and no part of it is to be transferred, sublet or occupied separately from the remainder
- 6.2. The Tenant is not to transfer or sublet the whole of the Property unless the Landlord gives written consent in advance; such consent will not be unreasonably withheld. For the avoidance of doubt it is agreed between the parties that it shall be deemed reasonable to withhold consent if the assignee is not of the same financial standing as the Tenant.

- 6.3. Any sublease is to be in terms which are consistent with this lease but will not allow the sub tenant to underlet
- 6.4. Within four weeks after the Property is transferred mortgaged or sublet the Landlord's solicitors are to be notified in writing with a copy of the documents sent to them for registration together with the fee required in clause 1.6 (c)
- 6.5. If the Landlord reasonably requires the Tenant who has transferred the Property to give a written guarantee in the form as set out in the schedule of this lease (as if reference in the schedule to "the Guarantor" were reference to the Tenant and with such other additions and amendments as are necessary to reflect the fact that the guarantee is being entered into by a separate instrument after the date of this Lease or as are reasonably required by the Landlord) save that such guarantee (of whatever nature) shall not apply in relation to any time after the assignee is released from its covenants by virtue of the Landlord and Tenant (Covenants) Act 1995

## **7. OTHER MATTERS**

### **7 The Tenant:**

- 7.1. shall give to the Landlord a copy of any notice received concerning the Property or any part of a neighbouring building as soon as reasonably practicable
- 7.2. will allow the Landlord during the last six months of the Lease Period to fix a notice in a reasonable position on the outside of the Property announcing it is for sale or rent
- 7.3. will not unless given written consent in advance by the Landlord apply for planning permission relating to the use or alteration of the Property
- 7.4. if this Lease is for a period of at least seven years the Tenant will register the Lease at the Land Registry at the earliest date but certainly within three months of completion of this Lease
- 7.5. will allow the Landlord to erect a temporary sign on the building until such time that a mutually acceptable alternative sign is agreed
- 7.6. will not store anything outside the Property
- 7.7. agrees that the Landlord may place a temporary sign on the Property setting out the name of the Tenant, the trade of the Tenant and telephone number of the Tenant upon the proviso that the Tenant may remove such temporary sign if the Tenant replaces it with another sign setting out the name of the Tenant, the trade of the Tenant and telephone number of the Tenant, to which the Landlord has given his prior written consent, such consent not to be unreasonably withheld or delayed.

## **8 DAMAGE**

8. If during the Lease Period the Property is damaged by any risk insured against under Clause 11 and as a result of that damage the Property or any substantial part of it cannot be used for the Use Allowed then:
  - 8.1. The Rent, or a fair proportion of it, is to be suspended for three years or until the Property is fully restored if sooner and any rent paid in advance for any part of the period during which the Property cannot be used for the Use Allowed shall be returned to the Tenant
  - 8.2. If at any time it is unlikely the Property will be fully restored within three years from the date the damage is caused the Landlord (so long as he has not delayed the restoration) or the Tenant can end this lease by giving one month's notice to the other during the said three year period; whereupon any insurance monies due belong to the Landlord and any obligation upon the Landlord to make good the damage set out in this lease shall cease
  - 8.3. A notice given outside the time limit set within this clause is non effective
  - 8.4. Any dispute arising under any part of this clause if not agreed is to be decided by arbitration under clause 16.5
  - 8.5. The Tenant cannot claim the benefit of this clause to the extent the insurers refuse to pay the insurance money because of his act or default

## **9. RENT REVIEW**

- 9.1 On each of the Rent Review Dates the Rent shall increase to an amount which is the higher between (1) the market rent at the relevant Rent Review Date; and (2) the Rent payable immediately prior to the relevant Rent Review Date increased by the same percentage as the Retail Price Index ('RPI') (as published by the Office for National Statistics or whichever body replaces it in publishing the RPI) has increased during the three years which immediately precede the relevant Rent Review Date if either shall be higher than the Rent applying before that date
- 9.2 The market rent is the rent which a willing tenant would pay for the Property on the open market, if let on the relevant Rent Review Date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the Lease Period assuming at that date:
  - (a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property
  - (b) the Property is vacant and had not been occupied by the Tenant or any sub-tenant
  - (c) the Property can immediately be used
  - (d) the Property is in the condition required by this lease and any damage caused by any of the risks insured herein has been made good

- (e) during the Lease Period neither the Tenant nor any sub-tenant has done anything to the property to increase or decrease its rental value other than anything the Tenant was obliged to do under the terms of this lease
- 9.3 if the Landlord and Tenant agree the amount of the new rent a statement of that new rent signed by both of them is to be attached to this lease
- 9.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the Rent Review Date either may require the new rent to be decided by arbitration under clause 16.5
- 9.5 the Tenant will continue to pay the rent applying before the relevant Rent Review Date until the new rent is agreed or decided; the Tenant shall then start to pay the new rent plus any amount by which the new rent exceeds the previous rent paid since the Rent Review Date and interest at the rate of 2% below the Law Society Interest Rate

## **LANDLORDS OBLIGATIONS AND FORFEITURE RIGHTS**

### **10. QUIET ENJOYMENT**

Whilst the Tenant complies with the terms of this lease the landlord is to allow the Tenant to possess and use the Property without lawful interference from the Landlord or anyone who derives title from the Landlord or any trustee of the Landlord or from or by any persons with a superior title to the Property

### **11. INSURANCE**

11. The Landlord agrees with the Tenant that:

- 11.1 The Landlord is to keep the Estate (except for the plate glass) insured under a policy as the Landlord may reasonably and properly select to cover:
  - (a) full rebuilding, site clearance, professional fees, value added tax and three years loss of rent
  - (b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party employer and public liability and any other risks reasonably required by the Landlord
- 11.2 The Landlord will take all necessary steps to make good as soon as possible damage to the Property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 11.3 The Landlord will give to the Tenant if requested details of the insurance policy details and confirmation it is in force
- 11.4 The Tenant is not responsible to pay for any damage where the Landlord is compensated under the insurance policy

## **12 SERVICES**

### **12. The Landlord agrees to:**

12.1 Repair improve clean renew maintain cultivate and plant as the case may be of lighting equipment and amenity areas drains pipes wires conduits landscaping walls estate signs estate roads boundary structures fences car parks, grass areas and any other parts of the Estate used in common by any two or more tenants in the Estate

12.2 Pay all periodic rates taxes and outgoings relating to the common parts of the Estate

12.3 Provide and maintain, at the sole discretion of the Landlord, CCTV and remote monitoring of parts of the Estate used in common by any two or more tenants in the Estate together with, at the sole discretion of the Landlord any security necessary for the Estate

12.4 Provide any other services, maintenance or repair which the Landlord at the Landlord's sole discretion shall deem necessary for the Estate

12.5 Comply, so far as it is the Landlord's responsibility under law, with the regulations under:

(a) the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015; and

(b) the Energy Performance of Buildings (England and Wales) Regulations 2012

and all amendments and revisions under such regulations

12.6 Comply, so far as it is the Landlord's responsibility under law, with any of the provisions under the Carbon Reducing Commitment (Energy Efficiency) scheme under the CRC Energy Efficiency scheme Order 2013 or any similar equivalent or successor scheme

12.7 At the Landlord's sole discretion appoint managing agents and any necessary third parties to advise or carry out the above

Upon the proviso The Landlord will not be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord

## **13. FACILITIES**

### **13.**

13.1. The Tenant together with any visitors is to have the use whether or not exclusive of the right to come to and from the Property and over the parts of the Estate designed or designated to afford access, rights of shelter and support and rights to connect into or use services wires pipes and drains and the right to pass through them

13.2. The Landlord is to have the right previously enjoyed over the Property by other properties in the Estate for shelter and support and for service wires pipes and drains to pass through it and the right for the Landlord and his tenants and their visitors to come and go to and from the other parts of the Estate over the parts of the Property designated for that purpose

#### **14. FORFEITURE**

14.1. This lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:

- (a) payment of any rent is twenty-one days overdue even if it was not formally demanded
- (b) the Tenant has not materially complied with any of the terms of this lease
- (c) the Tenant if an individual (any if more than one, any of them) is adjudicated bankrupt or an interim receiver of his Property has been appointed
- (d) the Tenant if a company and if more than one, any of them goes into liquidation unless solely for the purpose of amalgamation or reconstruction when solvent or has an administrative receiver appointed or has an administration order made in respect of it

14.2. The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

#### **15 END OF LEASE**

15 When this Lease ends the Tenant will:

- 15.1 return the Property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 15.2 if the Landlord so requires remove anything the Tenant fixed to the Property and make good any damage which that causes

#### **16 GENERAL**

- 16.1 Whenever more than one person or company is the Landlord, the Tenant or Guarantor, their obligations can be enforced against all or both of them jointly and against each individually
- 16.2 The Landlord shall include any person who at any time has the right to receive Rent under this lease and the Tenant includes any person who at any particular time is given the right by this lease to possess the Property
- 16.3 The headings do not form part of this lease

or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

**SIGNED** as a Deed by )  
**RAMESH DEWAN** )  
in the presence of )



Signature of witness:

Name of witness:

Address of witness:

Occupation:

**SIGNED** as a Deed by )  
**RICHARD CHARLES MITCHELL** )  
in the presence of )



Signature of witness:



Name of witness:

MICHAEL JOHN BOND

Address of witness:

19 HILLSIDE PARK MADRON NR PENZANCE

Occupation:

ICE PLANT OPERATOR